

Sioux City CSD

Educ. Support Personnel Assn.

7/1/2005 6/30/2007

***COMPREHENSIVE  
MASTER CONTRACT***

Negotiated Between

**SIoux CITY EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION**

And the

**SIoux CITY COMMUNITY  
SCHOOL DISTRICT  
BOARD OF DIRECTORS**

*July 1, 2005 to June 30, 2007*

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## **ARTICLE 1 DUES DEDUCTION**

### **A. Authorization**

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form of the assignment shall be as set forth in Exhibit "B" attached (Dues Deduction Authorization Form).

### **B. Prorated Deduction**

Employees who begin dues deduction after October shall have the total dues prorated on the basis of the remaining months of employment through September.

### **C. Duration**

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board. The Board shall notify the Association immediately upon receipt of such notice.

### **D. Termination**

When an employee terminates employment prior to September, the Board shall deduct the unpaid balance of professional dues and forward the same to the Association. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board and all agents of the Board against all claims, costs, suits or other liability and all court costs arising out of the provisions of this paragraph.

### **E. Transmission of Dues**

The Board shall transmit to the Association the total monthly deduction for professional dues within three (3) days following each regular payroll period along with a listing of employees for who the deduction was made.

## **ARTICLE 2 OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employees, the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donation, insurances or any other plans or programs jointly approved by the Association and the Board.

### ARTICLE 3 COMPLIANCE CLAUSE

A. Compliance between Individual Contract and the Comprehensive Agreement

Each employee will be issued an individual contract. Any individual contract between the Board and an individual employee shall be subject to and be consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement for its duration shall be controlling. Such individual contracts shall be issued by May 25, unless the person is a displaced employee.

B. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of last resort having competent jurisdiction, then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, section, or clauses shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

C. Printing

Upon joint approval of the format, copies of this Agreement shall be printed in the printshop of the School District.

The Agreement shall be presented to all employees now employed and subsequently employed for the duration of the Agreement. In addition, the Association will receive one hundred (100) additional copies of this Agreement.

All costs of printing shall be at the joint expense of both parties.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to any provision of this Agreement either party shall do so by letter at the following designated addresses as may be designated by a party in written notification to the other party.

1. If by the Association

To the Board at 1221 Pierce Street, Sioux City, Iowa 51105

2. If by the Board

To Association at 1119 4<sup>th</sup> St., Suite 213, Sioux City, Iowa 51101

## **ARTICLE 4 GRIEVANCE PROCEDURE**

### **A. Definition**

#### **1. Grievance**

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of any provision of this Agreement.

#### **2. Grievant**

A "grievant" is the person or persons making the complaint.

### **B. Purpose**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a grievance which may arise affecting employees.

### **C. General Procedures**

#### **1. Time Limits**

Every member of the bargaining unit shall have the right to present grievances in accordance with these procedures. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The failure of a grievant, or in the event of an appeal to arbitration, the Association, to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits specified may be extended by mutual agreement.

#### **2. Year End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein for Steps One and Two shall be reduced so that said steps of the grievance procedure may be completed prior to the end of the school year.

### **D. Processing Grievances**

#### **1. First Step (Principal or Immediate Supervisor)**

Within fourteen (14) calendar days of the act or condition which gave rise to a grievance, the grievant may complete, deliver, and file with the principal or

immediate supervisor the written grievance set forth in Exhibit "A" attached (Grievance Report). The form shall be signed by the grievant. Within fourteen (14) calendar days after receipt of the Grievance Report the principal or immediate supervisor shall make a decision on the grievance and enter such decision in writing to the grievant and Superintendent.

2. Second Step (Superintendent)

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with the Superintendent within seven (7) calendar days of the principal's written decision at the First Step. Within fourteen (14) calendar days after such written grievance is filed, the grievant and Superintendent, or designee, shall meet to resolve the grievance.

All School District employees who participated in or were witnesses to the matter which gave rise to the grievance shall be made available to either party at this meeting, but no employee shall be compelled to testify against his/her will. Employees who testify shall be subject to cross examination by the opposing party.

The Superintendent, or designee, shall file an answer within fourteen (14) calendar days of the Second Step grievance meeting and communicate it in writing to the grievant and the principal.

3. Third Step (Arbitration)

If the grievance is not resolved satisfactorily at the Second Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a written request to the Superintendent within thirty (30) calendar days from receipt of the answer in the Second Step to enter into such arbitration.

Within seven (7) calendar days after such request for arbitration, the parties shall compile a list of five (5) arbitrators drawn by lot from the permanent panel of arbitrators maintained by the parties. The parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall strike four names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitration hearing shall be scheduled no later than sixty (60) days following the date on which the request for arbitration was submitted to the Superintendent. The arbitrator so selected shall confer with the representatives of the parties and hold hearings promptly, shall issue a decision not later than twenty one (21) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues submitted. The arbitrator shall be without power or authority to make any

decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

All School District employees who participated in or were witnesses to the matter which gave rise to the grievance shall be made available to either party at the arbitration hearing, but no employee shall be compelled to testify against his/her will. Employees who testify shall be subject to cross examination by the opposing party.

The costs of the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

E. Arbitration of Multiple Grievances

If more than one grievance is pending arbitration, each grievance must be presented to a separate arbitrator unless the parties mutually agree otherwise.

F. Decision of Central Administrator

Whenever the decision giving rise to the grievance was made by a central administrator, the grievant may file the grievance beginning at the Second Step.

G. Separate Grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.



## **ARTICLE 5 EMPLOYEE HOURS**

### **A. Duty Hours**

#### **1. Duty Hours**

Employees who are assigned on a full day, full week schedule normally work eight (8) hours each work day, or a total of forty (40) hours each week. Fulltime employment consists of at least thirty (30) hours of work per week on a regular basis.

2. The normal starting time for attendance center secretaries shall be between 7:30 a.m. and 8:00 a.m. with a one-half hour lunch period. The normal starting time for the secretaries in the operation and maintenance and food service departments and the secretary(ies) assigned to call substitute teachers shall be between 6:30 a.m. and 8:30 a.m. with a one-half hour lunch period.
3. Summer hours for Full-time regularly employed secretaries will be determined by mutual agreement between the employee and his/her immediate supervisor. The superintendent will determine the period of summer hours. Such policy will apply to all such District staff members.

Due to the large number and variety of secretary and instructional assistant positions in the School District, it is not possible to have one standard policy covering the beginning and ending time for all.

### **B. Break Time**

One midmorning and one midafternoon break of fifteen (15) minutes each shall be provided for each secretary or instructional assistant who works for six (6) hours or more per day. This break period should not result in an unattended telephone or office without a staff member on duty. Break time should be coordinated so that someone (principal, secretary, instructional assistant, etc.) is always there.

Employees who work at least three (3) hours per day but less than six (6) hours per day shall be provided one break of fifteen (15) minutes. Employees who work less than three (3) hours per day shall not receive any break time.

C. Lunch Periods

All fulltime building secretaries and fulltime instructional assistants are eligible for a duty-free thirty (30) minute lunch period. Lunch periods are considered as noncompensated time and are not included in regular duty hours. Upon notification, employees may leave the building during their scheduled duty-free lunch period.

D. Dismissal for Medical Appointments

It is recognized that employees will occasionally wish to leave prior to the end of the normal workday in order to keep medical appointments. In his/her discretion, the principal may allow such early dismissal but early dismissal shall not be granted prior to 3:00 p.m.

E. Bus Assistants

Bus assistant shall be guaranteed pay for a minimum of two (2) hours for each noon run. Bus assistants will also continue to be guaranteed time for both the a.m. and p.m. routes. Additional time for each route above the guarantee will be paid at the employee's regular hourly rate.

**ARTICLE 6  
EMPLOYEE WORKYEAR AND HOLIDAYS**

A. Calendar

Prior to fixing of the school calendar, including periods for winter, spring and summer recesses, the Association will have an opportunity to present its views to the Board.

In the event that workdays are lost because of inclement weather, the Board shall determine the days to be used as makeup days after consulting with the Association. After the calendar is established, the Association shall be notified immediately prior to the Board's considering official action to change the calendar. In no case shall such notification take place later than fourteen (14) calendar days prior to the action.

B. Work-year

1. The work-year for ten (10) month secretaries shall be two hundred sixteen (216) days including two hundred one (201) workdays, ten (10) paid holidays, and five (5) paid vacation days as designated in the employee's calendar.
2. The workyear for ten (10) month instructional assistants shall be one hundred ninety-seven (197) days including one hundred eighty-two (182) workdays, ten (10) paid holidays, and five (5) paid vacation days as designated in the employee's calendar.

If the building administrator requires the employee to work days(s) prior to the student's arrival or after the student's departure, the employee shall be paid his/her regular wages for each additional days or comp time may be agreed to if the employee chooses.

3. Each employee's work year shall be designated by the building administrator and may include days immediately before the start of the school year for students, subject to the work year provided in Section B (2) of this Article. If the building administrator requests that an instructional assistant work immediately before the start of the school year for students, the assistant will be paid for the days worked and the assistant and the building administrator will mutually agree to unpaid time off for the equivalent number of days worked.

C. Holidays

The Board will provide paid holidays to those who are eligible for the following days:

Independence Day (1)	New Years (2)
Labor Day (1)	Spring Recess (2)
Thanksgiving Day (2)	Memorial Day (1)
Christmas (2)	

D. Religious Holidays

Any employee whose religious affiliation requires the observance of recognized religious holidays of the employee's faith, other than those scheduled in the school calendar, shall be excused by the Superintendent, or designee, for said religious holidays. Religious leave shall be on a non-paid basis or compensatory time basis at the discretion of the Superintendent.

E. Severe Weather Days

When it is necessary to delay school due to weather conditions, the starting time for employees shall be delayed by the same number of hours that the student arrival time is delayed. When it is necessary to dismiss due to weather or other conditions, employees shall remain until all students are accounted for and certified employees in the building are dismissed.

On student cancellation days, 12 month secretaries shall have the option of either using a full vacation day, an emergency day, or a personal leave day. The 12 month secretary shall also have the option of working on the student cancellation day and be paid for that day. When the Superintendent announces that all offices shall be closed for the day, 12 month secretaries shall not report for work and shall be paid for the day.

F. Vacations

In order to encourage twelve (12) month employees to use their vacation time, the maximum number of vacation days which may be carried over from one school year to another is five (5). Vacation time shall be awarded to twelve (12) month employees according to the following schedule:

- 1 week (5 days) after 1 full year
- 2 weeks (10 days) after 2 full years
- 3 weeks (15 days) after 8 full years
- 4 weeks (20 days) after 13 full years
- 5 weeks (25 days) after 20 full years

Ten (10) month employees who begin the year prior to September 1 shall be given five (5) days of vacation during the holiday break.

**ARTICLE 7  
SICK LEAVE**

A. Accumulation

All fulltime, twelve (12) month educational secretaries and instructional assistant employees are entitled to seventeen (17) days of annual sick leave accumulative to one hundred thirty (130) days. All Full-time, ten (10) month educational secretaries and instructional assistant employees are entitled to fifteen (15) days annual sick leave accumulative to one hundred thirty (130) days. All part-time educational secretaries and instructional assistants shall be entitled to annual sick leave days and accumulative days as compared to the actual time worked. Maximum accumulated days is one hundred thirty (130).

Two (2) days of sick leave per year may be used to provide care and attention to a member of the employee's immediate family. For purposes of this Article immediate family shall be defined as: mother, father, sister, brother, husband, wife, children, and any member of the employee's household. Within the two days described above up to one half day of sick leave will be available for the routine delivery of the employee's grandchild. An additional one half day of the employee's two days will be available for the birth of the employee's grandchild if there are complications with the birth.

One (1) day of sick leave per year may be used to attend the funeral of an individual not listed in Article 7(A).

One additional day of sick leave will be available for the care of a dependent child who is ill.

B. Notification of Accumulation

Each employee shall be given a copy of written accounting of accumulated sick leave

days no later than October 15 of each year.

C. Extended Leave

An employee who has exhausted sick leave available shall be granted a leave of absence without pay up to one (1) year because of personal illness or disability.

The District shall continue to pay premiums for health, accident and major medical insurance, prescription drug insurance, term life insurance, and dental insurance for the duration of said leave, but not beyond twelve (12) months in all events.

D. Job Related Injury

Employees who are absent due to injuries which are compensable under the Iowa Worker Compensation Law shall have the option of either receiving their worker compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have the sick leave benefits reduced by one (1) day for each day of absence due to job-related injury.

E. Predetermined Temporary Disability Leave

1. Except as hereafter modified, all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave benefits for predetermined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
2. An employee shall notify the Superintendent, or designee, as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a predetermined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
4. The determination of whether and/or when the employee is capable of returning to work following the predetermined temporary disability shall be made in consultation with the employee, the Superintendent and the employee's physician, and may also be in consultation with a physician of the District's own choosing.
5. A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted or denied to all employees.

F. Sick Leave Bank

1. The District will contribute fifty (50) days to the Sick Leave Bank.
2. There will be no carryover of days from year to year. Sick leave bank days which are not used by the end of the school year will not be returned to the employees.
3. Sick leave bank days will be available only to those employees who have used all of their accumulated sick leave days, have not yet met the elimination period for long term disability insurance, and suffer from a chronic or long term illness. Sick leave bank days shall not be available for an employee on a day-to-day basis.
4. Requests for the use of sick leave bank days will be submitted to the Department of Human Resources and the Association on a form provided by the District. Up to ten (10) sick leave bank days will be allocated to each eligible applicant. If there are days remaining in the sick leave bank at the end of the school year, they will be prorated among eligible participants based on the number of days for which an employee would have been eligible if there were no ten (10) day limitation.

**ARTICLE 8  
OTHER LEAVES OF ABSENCE**

A. Bereavement

A leave of not more than five (5) days, with full pay, will be granted in case of a death in the immediate family of the secretary or instructional assistant; said immediate family to be limited to the following relatives: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the household of the secretary or instructional assistant.

A leave of not more than four (4) days, with full pay, will be granted in the event of a death of the employee's grandchild.

A leave of not more than three (3) days, with full pay, will be granted in the event of the death son-in-law or daughter-in-law.

A leave of not more than one (1) day, with full pay, will be granted in the case of a death of the following relatives of the secretary or instructional assistant, to-wit: grandparent, grandparent-in-law, brother or sister-in-law, uncle, aunt, nephew, niece, or first cousin, except if such relatives are members of the household of the secretary or instructional assistant, then the previous paragraph shall apply.

In the event of the death of a fellow employee, or student in the Sioux City Community School District, the Superintendent, or designee, shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

B. Jury Duty Leave

Educational secretaries or instructional assistants who are subpoenaed for jury duty during school hours by any person or party, and any educational secretary or instructional assistant who is subpoenaed by any person or party to appear in any court proceedings shall be provided leave for such duty and appearances. The School District shall pay the employee his/her regular salary. The employee shall turn over the jury duty fee or witness fee to the District's payroll office. (The employee may keep the mileage fee.)

C. Leave for Family Illness Hospitalization

A leave of not more than two (2) days will be granted the employee in each case for members of his/her immediate family who are hospitalized for inpatient or outpatient procedures. For this purpose, immediate families shall be limited to parent, child, wife, husband, brother, sister, or any member of the regular household of the employee and grandchild under the age of 12 one day of the two available. Only one (1) leave of not more than two (2) days will be granted for repeated hospitalization for the same person for the same general condition.

D. Emergency Leave

Each 10-month educational secretary or instructional assistant may be granted one (1) day of leave per year due to emergency cause. 12 month secretaries may be granted two (2) days of leave per year due to emergency cause. Said leave is dependent upon the staff member's principal and the Superintendent, or designee. Emergency leave is intended to provide leave with full salary in case of serious emergency which prohibits the employee from working on a particular day. Emergency leave is not intended to be used for personal business or in situations where other solutions can be worked out. Emergency business must be of a critical nature and such that it cannot be conducted at any other time than during the school hours. Request for emergency leave is to be approved in advance whenever possible. Such requests are to be submitted to the building principal or the appropriate administrator in writing on the form provided. In the event of an emergency, which prohibits prior approval, permission may be secured by telephone or in person and then followed by a written request within five (5) days of the staff member's return. Emergency leave is not deducted from the sick leave.

E. Personal Leave

Employees shall be granted one (1) day of personal leave per school year. Personal leave may be used in the following increments: one day,  $\frac{3}{4}$  day, or  $\frac{1}{2}$  day. Personal leave may be used in quarter day increments only for the purpose of attending all elementary and secondary school functions for the employee's child. In order to assure adequate staffing of the school, any employee desiring personal leave shall submit a request for the same in writing to the employee's principal at least five (5) days in advance of the requested leave day. Should an unusual number of personal leave requests occur on one day causing a staffing problem within any school, the Assistant to the Superintendent for Human

Resources shall have the discretion to grant only those requests for which adequate substitutes may be obtained. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday, or for the day immediately preceding the commencement of vacation period. Personal leave shall be nonaccumulative.

F. Military Leave

A leave of absence for military service will be granted to all eligible permanent employees with an automatic reinstatement at the expiration of the leave. The same general provisions will be in effect for secretaries and instructional assistants in regard to receipt of active duty military orders.

G. Professional Leave

Short periods of professional leave may be granted to employees at the Superintendent's, or his/her designee's, discretion. Requests for professional leave must be in writing at least five (5) days in advance and should be forwarded to the immediate supervisor for approval.

H. Association Leave

Six (6) days shall be provided to employees selected by the Association for the purpose of attending State and National Association meetings.

An additional five (5) days will be provided to employees selected by the Association to attend State and National Association meetings, provided the Association reimburses the School District for the cost of the substitute.

I. Compensation for Unused Leave

1. Employees shall be compensated for unused leave on the following basis:

Number of Sick Leave or Personal Leave Days Used	Amount of Compensation
0	\$125
1	\$105
2	\$ 90
3	\$ 75

The bonus earned will be paid on August 15 following the contract year during which it was earned.

2. The following conditions apply to regular part-time employees: Any regular part-time employee who works fifty percent (50%) or more of a regular full-time



assignment shall be eligible to receive the full benefits, and any regular part-time employee who works less than fifty percent (50%) of a regular Full-time assignment shall not be eligible to receive benefits under this provision. Benefits for part-time employees are also subject to the conditions set forth in paragraph (3) of this Section.

3. The following conditions apply to employees who are scheduled to start work after the first day of the contract year: (1) any regular full-time or part-time employee who is scheduled to start work prior to the first day of the second academic quarter shall be eligible to receive the full benefit, (2) any regular full-time or part-time employee who is scheduled to start work on or after the first day of the second academic quarter but prior to the first day of the second academic semester shall be eligible to receive three-quarters ( $\frac{3}{4}$ ) of the benefit, and (3) any regular full-time or part-time employee who is scheduled to start work on or after the first day of the second academic semester shall not be eligible to receive any benefits under this provision.

J. FMLA Leave

The Board agrees to comply with the Family and Medical Leave Act and agrees that any policy adopted to implement the FMLA shall in no way reduce or adversely impact any other provision of this Agreement.

K. Absence Without Pay

Employees may be granted a maximum of four (4) days of leave without pay per year. The deduction for absence without pay shall be the employee's per diem salary. Absence without pay is subject to the approval of the employee's supervisor.

## **ARTICLE 9 TRANSFER PROCEDURES**

A. Definition

A "transfer" is defined as the assignment of an employee to a different building or a different job classification.

B. Voluntary Transfers

1. Posting

All vacancies will be posted, and no vacancy shall be filled until the position has been posted for seven (7) calendar days.

From August 25<sup>th</sup> until the last school day, vacancies will be posted for seven (7) calendar days in each building. If a vacancy takes place during the school year,

the District shall not be required to grant a transfer for one-on-one assistant if such a transfer would be detrimental to the child's interest. Employee may receive the transfer at the first day of the succeeding semester or school year which is mutually agreeable.

From the last school day until August 25th, vacancies will be posted at the Department of Human Resource Office and notice of such vacancy shall be sent to the UniServ Office and to the SCESPA President. Additionally, during the summer months, interested employees may receive vacancy information when vacancies occur, by calling the telephone number designated by the Human Resource office, or by reviewing the Districts web site.

2. Application for Voluntary Transfer

Employees who wish to apply for a transfer shall submit a written application form to the Human Resources Office on or before the closing date specified in the posting. Applications received by the Human Resources Office after the closing date may be considered but shall not be required to be considered. The application shall state the vacant position(s) to which the employee seeks to be transferred. If the employee specifies more than one position, the employee shall list the positions in order of preference.

3. Filling Vacancies

In the filling of vacancies, bargaining unit members will be considered before any outside applicant is hired. If the Superintendent, or designee, selects a current employee to fill the vacancy, then the position shall be awarded to the most qualified applicant. If the Superintendent determines that the applicants for the vacancy are equally qualified then the most senior applicant shall be awarded the position. If there is only one qualified applicant for the vacancy, that employee shall be awarded the position.

After an employee has been awarded a position as a result of the transfer procedure, and if the position required specific training provided by the District, he/she will not be eligible to transfer for six months from the date of the award of the position. However, an employee may transfer by mutual agreement between the District and the employee or to a position resulting in an increase in hours or salary without regard to the above stated limitation.

4. Notification to Employees

All applicants for a vacancy shall be notified in writing of the name of the successful applicant.

5. Time of Transfer

If a position becomes available and must be filled during the school year, the

position will be awarded as set out above. The District may make the transfer effective immediately or may delay the effective date of the transfer to the first day of the succeeding semester or school year, or some other earlier date, if it determines that immediate transfer would disrupt the operation of the District.

C. Involuntary Transfer

1. Administrative Decision

The decision to make an involuntary transfer shall vest in the judgment of the Superintendent, or his/her designee, based upon the needs of the School District.

2. Notice

When an involuntary transfer is anticipated for the forthcoming contract year, the employee shall receive notification as soon as practical.

In the event of an involuntary transfer during the contract year, the employee shall be given written notice at least ten (10) calendar days prior to the transfer.

3. Meeting Prior to Transfer

If requested in writing by the employee or the Association, a meeting shall be held with the employee involved, the Association representative, if requested, and the Superintendent or designee.

4. Priority in Reassignment

Prior to making an involuntary transfer, the District shall notify employees in the affected building that an involuntary transfer is to be made and that qualified employees may volunteer to be transferred. If a qualified employee working in the affected building volunteers, then the employee shall be transferred.

The provision relating to the use of employees who volunteer for transfer shall not apply to involuntary transfer made for disciplinary reasons.

5. Selection of Employees

If no qualified employee volunteers for transfer, then the following provision shall apply:

In making a voluntary transfer, if in the judgment of the Superintendent or designee, each employee in the affected building is deemed to be equally qualified, then the least senior employee shall be involuntarily transferred.

6. Definition of "Qualified"

For the purpose of paragraphs 4 and 5 of this section, the term "qualified" shall mean that the employee possesses the skill level and special abilities required by the District.

## **ARTICLE 10 EMPLOYEE EVALUATION PROCEDURES**

### **A. Orientation**

Within four (4) weeks prior to an evaluation, the building principal or immediate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed.

### **B. Procedure**

Employees shall be evaluated at least once a year for the first two (2) years of their employment and at least once every other year thereafter.

### **C. Conference**

Following the completion of the evaluation instrument, a copy of the formal evaluation signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation but means, rather awareness of the content. Following the signature of both parties, no alterations may be made.

### **D. Employee Responses**

Employees shall have the right to respond to all evaluative materials placed in their personnel files. The employee's response shall be placed in the personnel file.

### **E. Right to Grieve**

If the District proposes to suspend, discharge or layoff an employee based upon the employee's evaluation, then the employee shall have the right to grieve the substance of the evaluation. The evaluation shall be sustained unless it is arbitrary, capricious, or without basis in fact.

### **F. Personnel File Review**

Each employee shall have the right at any reasonable time to review his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee to the review.

The employee, shall at any time have the right to respond to materials found in his/her

personnel file.

## **ARTICLE 11 WAGES**

### **A. Salary Schedule**

The pay rate for all employees shall be set forth in Attachment "A" or "B" attached hereto and made a part hereof.

### **B. Advancement on the Salary Schedule**

All employees shall be entitled to advance one step vertically for each contract year in which their service is evaluated as satisfactory overall.

All employees must be employed two-thirds (2/3) of their individual contract days in order to be entitled to a vertical advancement placement on the Salary Schedule.

### **C. (1) Credit for Experience**

The District shall place new employees hired as educational instructional assistants at Step 1 of Attachment "B".

Depending on a new employee's experience in a school district or in a similar position, the District may place a new employee hired as a secretary on Step 1, 2 or 3 of Attachment "A".

### **(2) Hiring Date for Seniority**

The date the employee begins work as regular part-time continuous service or as regular full-time shall constitute the employee's hire date for the purposes of this Article and for the purposes of seniority.

### **D. Transfer with the District**

When an employee is moved to a different column as a result of change in position, the salary for the new position shall be determined by moving laterally without change in level.

E. Classification of Secretaries

1. Class B

Class B shall consist of all secretaries in nonattendance centers.

2. Class C

Class C consists of three (3) office managers at the four (4) high schools, the copy center secretary, and the 12-month secretaries at the OM building.

F. Classification of Instructional Assistants

1. Class A

Class A shall consist of all instructional assistants except instructional assistants who are assigned to a Special Education Room.

2. Class B

Class B consists of all instructional assistants who are assigned to a Special Education position.

3. Transfer of Instructional Assistants

If an instructional assistant voluntarily transfers from Special Education position to a position at another school which is not classified as Special Education, then the instructional assistant will be paid in Class A.

4. Relocation of Programs

The Association and the Administration will cooperate in a study to review current assignments, work duties and work loads to consider revising Article 11 (F).

G. Temporary Transfers

If, in the absence of the regular secretary, an Instructional Assistant is assigned the duties of the secretary, the Instructional Assistant will be paid at the rate provided to employees at Step 7 of Lane A as of the first day on which he/she is assigned said duties.

H. Method of Payment

All employees shall be paid biweekly. Each employee shall have the option to have his/her paycheck electronically deposited. Each employee with five (5) or more years

seniority within the District who submits a signed authorization shall also have the annual option of having his/her pay prorated in order to receive checks bi-weekly during the summer months.

I. Overtime

The employee's principal or department head has authorization to grant overtime pay, subject to the approval of the Assistant to the Superintendent for Human Resources. The rate of overtime pay shall be one and one-half (1½) times the regular hourly rate. Fulltime employees must work their daily schedule on their assigned workdays before applying for overtime pay. Compensatory time may be earned and used by mutual agreement in lieu of overtime.

J. Compensatory Time

If an employee is assigned work during his/her lunch break, said employee shall receive either compensation or compensatory time equal to the time he/she was required to work.

Employees will only be eligible for compensatory time if their supervisor is unable to provide an alternate duty-free lunch during the work day. Compensatory time may only be used during the school year in which it is earned.

K. Resignations During the School Year

Any educational secretary or instructional assistant who finds it necessary to submit a resignation during the school year shall notify the Assistant to the Superintendent for Human Resources in writing. Every effort shall be made to provide the District with a two (2) week notice.

L. Resignations at the End of the School Year

Any educational secretary or instructional assistant who wishes to resign prior to the beginning of the school year shall notify the personnel office by July 1.

M. Secretaries in Buildings with Shared Principals

Secretaries who are assigned to work in a building with a shared principal (that is, a building in which there is not at least one administrator assigned to the building on a fulltime basis) shall receive an additional 4.0% added to his/her regular salary.

N. Payment for Monitoring Classrooms

Employees who are assigned to monitor a classroom for a period of more than two(2) hours will be paid \$0.95 per hour in addition to their hourly wage for each hour that they monitor. If more than one employee is assigned to monitor the classroom for a period of more than two(2) hours, then each employee assigned to monitor will be paid \$0.95 per hour in addition to his/her hourly wage for each hour that he/she monitors. For purposes of calculating time spent monitoring classrooms, all time spent during the day will be counted but the minimum increment of time spent monitoring must be at least thirty

minutes.

O. Certification

Assistants who successfully complete certification will have \$.30 added to his/her regular hourly salary. This provision will apply to assistants who have completed certification or a four-year degree in teaching. By mutual agreement, employees with a four-year degree in fields other than teaching will be eligible to receive certification pay.

Assistants currently working in Title I schools will be selected on the basis of their seniority, and, thereafter, all other assistants will be selected based upon seniority as defined in Article 2.

## **ARTICLE 12 INSURANCE**

A. Health, Accident, and Major Medical

The Board will provide employees with health insurance options that provide for health and major medical coverage. Employees are entitled to choose between Plan B and the Value Plan and may cover their dependents as allowed under the district's dependent coverage rules. Plan design of these plans has been developed through a joint committee consisting of employees from all work groups.

The Board will provide all full-time employees with access to coverage for health insurance by making a monthly payment of up to \$510.00 per month toward the premium costs for a single person contract. If the employee elects to have a dependent's contract (Plan B or Value Plan), the employee will receive \$733 per month for a family contract under Plan B or the Value Plan with more than one dependent. Employees who choose the Value Plan with only one dependent (employee + 1) will receive \$606 per month toward the cost of single + 1 dependent coverage.

Employees who show proof of insurance may choose the option to not enroll in the single insurance plan provided by the District. Those employees will receive 25% of Plan B single premium amount added to his/her salary in lieu of single insurance coverage. (Employees will receive the cafeteria amount and the health insurance portion -Plan B single coverage- deducted will be reduced by 25% so the employee will receive cash back from the opt out and from the remaining cafeteria amount).

Employees will also be provided single dental insurance, single term life insurance, and single long-term disability insurance, which will be deducted from the cafeteria dollars. The difference between the cafeteria benefit and any cost for insurance in excess of the cafeteria dollars will be deducted from the employee's paycheck.



B. Life Insurance

Each fulltime employee shall be covered under a group term life insurance program, with premiums paid by the Board. Said program shall provide a minimum death benefit of \$30,000 and double for accidental death to the extent such accidental death coverage is available from the carrier involved. An additional equal amount may be purchased by the employee on a payroll deduction basis.

C. Disability

Each fulltime employee shall be covered by a group long-term disability insurance program with premiums paid by the Board. The benefits under such long-term disability insurance program shall be not less than that provided under existing insurance in force with a maximum allowable benefit of three thousand six hundred thirteen dollars (\$3,613). The percentage of covered wages shall be 66 2/3%.

D. Dental Coverage

Each fulltime employee shall be covered by a group dental plan with 100% of the premium to be paid by the Board. Maximum benefit per employee shall be \$750.00 per calendar year. Employees shall have the option to purchase dependent dental coverage.

E. Coverage

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months for continuing employees. Employees who terminate at the end of the school year shall have their coverage terminated on August 31 of the same year. Employees new to the School District shall be covered by the above insurance immediately or by the first day of the month following the date of their employment.

F. Description of Insurance

The Board will use its best efforts to see that the insurance carrier will provide each eligible employee a brochure of the group insurance certificate within two (2) months after each change in policy benefits and, for new employees, within two (2) weeks after commencement of coverage.

G. Continuation of Coverage

The Board shall continue to make contributions for premiums under the above insurance programs for employees on paid sick leave.

To the extent permitted by the insurance carriers involved and for a period of time fixed in accordance with COBRA regulations, employees on nonpaid leave of absence for a

period of one (1) month or longer shall have the option to continue any or all of the above insurance programs, except long-term disability insurance, by paying the premiums themselves.

H. Administration of Insurance Programs

The selection of the insurance carriers and the administration of insurance programs shall be the responsibility of the Board. This responsibility, however, shall not include payment or processing of claims, other than exerting the School District's best efforts to assure timely payment of the claims.

It is understood that responsibilities for administration of the insurance program are those of the insurance carrier.

I. Coverage of Part-Time Employees (20 hours per week)

Each regular part-time employee employed at least twenty (20) hours per week may elect to participate in the insurance plans for health/drug, dental, and base life. The District will pay 50% of the cost. Part-time employees who elect coverage for dependent health/drug, supplemental life, and/or disability will pay the entire cost through payroll deduction.

J. Designated Physician Program

All employees who suffer or who claim to have suffered a work-related injury shall have the option of participating in the School District's Designated Physician Program.

K. Flexible Spending Account

- a. The District will provide a salary reduction plan under which it will deduct from employees' monthly wages the amounts specified by the employees and will apply these amounts to:

1. the employee's portion of health, and various insurance premiums.
2. child care costs incurred by the employee; and
3. any un-reimbursed medical expenses for the employee or his/her dependents.

L. Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.

## **ARTICLE 13 HEALTH AND SAFETY**

### **A. Physical Exams**

All secretarial and instructional assistant employees employed by the School District shall file a written medical report with the personnel office within thirty (30) days after the beginning of employment and at three (3) year intervals thereafter. Such report shall be accomplished on the appropriate District form. The District shall reimburse each employee up to fifty dollars (\$50.00) for each required medical examination. Failure to conform to this policy shall result in the withholding of salary until the necessary requirements have been completed. All secretarial-clerical employees shall undergo a check for tuberculosis every three (3) years and file the result with the personnel office.

### **B. Protection of Employees**

#### **1. Reporting Assaults**

Employees shall report as soon as possible cases of assaults suffered by them in connection with their employment to their principal or immediate supervisor.

A separate report may be filed by the employee with the police and/or Association.

#### **2. Bomb Search/Emergency Evacuation**

No employee shall be required to search for a bomb. Classified employees will be allowed to evacuate the building when all other personnel are allowed to evacuate.

### **C. Unsafe or Hazardous Conditions**

When in the judgment of the employee an unsafe or hazardous condition exists and presents a clear and present danger to students in his/her charge or to himself/herself, said condition will be reported promptly to the principal or immediate supervisor. The report shall be in writing and on a form provided by the School District and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluation accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

### **D. Tobacco Use Policy**

All employees shall comply with Board Policy No. 421 for Tobacco Free Schools.

### **E. Hepatitis Vaccination**

Upon written request, all employees who have direct contact with children shall be provided Hepatitis vaccinations at no cost to the employee.

#### **ARTICLE 14 INSERVICE TRAINING**

The District agrees to plan and provide in-service training for all employees. The amount and the content of the training will be determined by the Superintendent, or designee.

All employees who work directly with students shall receive first aid training provided by the District. Training will be provided on a periodic basis.

The Association may make recommendations regarding in-service training to the District Staff Development Coordinator no later than September 30 of each school year.

A joint Association/District in-service training committee will make specific written recommendations to the Superintendent regarding the amount and content of the training by February 1 for the succeeding school year.

#### **ARTICLE 15 STAFF REDUCTION PROCEDURES**

##### **A. Layoff Procedures**

1. The Board shall first attempt to reduce staff by attrition. Attrition is defined to mean the death, retirement, or voluntary resignation of employees in the classification in which reduction is sought by the date specified by the Superintendent, or designee.
2. If the reduction of staff is not accomplished by attrition, then the Board may determine that one or more employees shall be laid off and the following system-wide procedure shall determine the order in which employees shall be laid off:
  - a. The secretary/instructional assistant whose performance the preceding year did not meet the expectations of the School District (overall unsatisfactory) shall be the first laid-off. Said performance would be based upon the written evaluation procedures.
  - b. Employees who work four or less hours per day shall be laid off next. The order of layoff shall be by seniority.

- c. Employees who are on a probationary status (working within their first 90 days) shall be laid-off next.
- d. Employees who are not on probationary status but have not completed two (2) full years of service to the District shall be laid off next (after probationary 90-day employees). The order of layoff shall be at the discretion of the Superintendent or designee.
- e. When a secretary or instructional assistant must still be laid off following the invoking of Sections a, b, c, and d, the concept of "most qualified" will be used. When in the judgment of the Superintendent, or designee, employees have skills, abilities, qualifications, and evaluations which are judged to be equal, then the least senior employee will be laid off.
- f. No employee with thirteen (13) or more years of service to the District will be considered for lay off unless all other less senior employees in their group have been laid off.
- g. All instructional assistants and secretaries are to be considered as separate groups for necessary reduction.
- h. All secretaries will be considered as one group and will not be divided into categories.
- i. All instructional assistants will be considered as one group and will not be divided into categories.
- j. It shall be possible for instructional assistants to transfer to secretarial positions and secretaries to transfer to instructional assistant positions. Final selection of the most qualified individual shall be determined by the Superintendent or designee.
- k. When the Board determines that it is practical to do so, it shall reduce the staff of secretaries and instructional assistants by eliminating full positions (whether full-time or part-time) rather than by reducing the hour of employees. It is understood that this preference for the reduction of full positions is not a prohibition against the reduction of an employee's hours.

#### B. Recall Procedures

Displaced continuing employees will be given priority for available positions over those who seek a voluntary transfer. This concept is intended to eliminate "bumping".

The official seniority list developed by the Human Resource Office and the Association will be used. Seniority will be based on total District service. Years of service with the

District will be carried from secretary/instructional assistant or instructional assistant/secretary for seniority purposes if service has been uninterrupted.

The Superintendent, or designee, may exempt from the total reduction plan the following positions: instructional assistants for the hearing impaired, instructional assistants for the visually impaired, instructional assistants for ESL, and High School bookkeepers.

Employees who work four hours or less per day and who are laid off shall be eligible for recall only for positions of four hours or less in reverse order of layoff which the most senior employee returning first. All other provisions of this Article shall apply.

Laid off employees will have recall rights for a period of twenty-four (24) months from the effective date of their layoff and will be entitled to be recalled to positions comparable to the position in which they were employed at the time of their layoff.

Those who are laid off will be called back in reverse order with the most senior person in the group returned first. All employees on recall will be returned before new employees are hired, as long as the former employee is considered qualified. Since qualification is such an important factor in determining secretary and instructional assistant assignments, the principals and Human Resources Office shall be given the option to move people into jobs for which they are most qualified as long as all persons involved are in agreement.

An employee shall have only one opportunity to accept or reject an offer of recall, except that employees may reject an offer of recall to a job opening which is for a different number of hours of work or a different classification than the position in which the employee was employed at the time of layoff and still retain their recall rights.

A laid off employee shall be required to inform the Human Services Office of his/her current address throughout the period of layoff. The Assistant to the Superintendent for Human Resources shall provide notice of recall to the employee by certified mail to the current address on file, and the employee shall have seven (7) calendar days to accept or reject the offer by notifying the Human Resources Office in writing. An employee who accepts an offer of recall shall report for duty within twenty-one (21) calendar days of his/her receipt of notice of recall. Employees who fail to timely notify the Human Resources Office of acceptance of an offer or recall or who fail to timely report for duty shall forfeit their recall rights.

#### C. Relocation of Programs/Closing of Buildings

If employees are displaced because a building is closed or a program is relocated from one building to another, the District, in consultation with Association, will devise a plan to assign the displaced employees.

A laid off employee shall be required to inform the Human Services Office of his/her current address throughout the period of layoff. The Assistant to the Superintendent for Human Resources shall provide notice of recall to the employee by certified mail to the current address on file, and the employee shall have seven (7) calendar days to accept or reject the offer by notifying the Human Resources Office in writing. An employee who accepts an offer of recall shall report for duty within twenty-one (21) calendar days of his/her receipt of notice of recall. Employees who fail to timely notify the Human Resources Office of acceptance of an offer or recall or who fail to timely report for duty shall forfeit their recall rights.

C. Relocation of Programs/Closing of Buildings

If employees are displaced because a building is closed or a program is relocated from one building to another, the District, in consultation with Association, will devise a plan to assign the displaced employees.

**ARTICLE 16  
DURATION AND SIGNATURE**

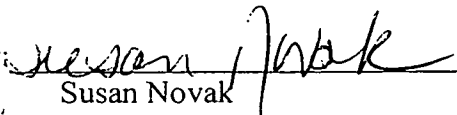
A. Duration Period

This Agreement shall be effective July 1, 2005, and shall continue into effect June 30, 2007.

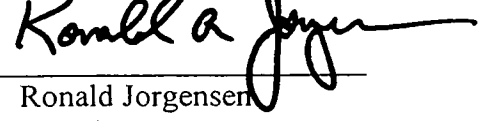
B. Signature Clause

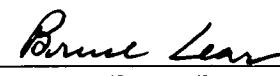
In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 1st day of July, 2005.

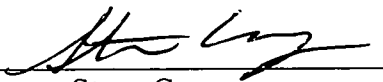
Sioux City Educational Support  
Personnel Association

By:   
Susan Novak  
President

Sioux City Community  
District Board of Directors

By:   
Ronald Jorgensen  
President

By:   
Bruce Lear  
Director Association

By:   
Steve Crary  
Director Human Resources

**EXHIBIT "A"**

# \_\_\_\_\_

**GRIEVANCE REPORT**

**Sioux City Community School District**

**Distribution of Form**

\_\_\_\_\_  
Building

\_\_\_\_\_  
Name of Grievant

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

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**FIRST STEP**

A. Dated Alleged Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Alleged to be Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

---

---

**DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or Immediate Supervisor

\_\_\_\_\_  
Date



## SECOND STEP

A. \_\_\_\_\_  
Signature of Grievant Date Received by Superintendent

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee Date

=====

## THIRD STEP

A. \_\_\_\_\_  
Signature of Grievant Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitrator Date Received by Arbitrator

C. DISPOSITION AND AWARD OF ARBITRATOR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

=====

**NOTE:** All provisions of ARTICLE IV of the Agreement shall be strictly observed in the settlement of a grievance.

**EXHIBIT "B"**  
**(DUES DEDUCTION AUTHORIZATION FORM)**

**AUTHORIZATION FOR PAYROLL DEDUCTION FOR  
CONTINUING PROFESSIONAL DUES**

I hereby authorize and direct the Sioux City Community School District to deduct annually the prevailing dues in eighteen (18) installments in payment of professional dues to the Sioux City Educational Support Personnel Association. Said deductions shall begin in October of each year and shall be remitted monthly to the Sioux City Educational Support Personnel Association. In the event my employment is terminated prior to August, I authorize the School District to deduct the unpaid balance of professional dues to the SCESPA and forward same to the Association. This authorization is good, unless canceled in writing, and is good for any changes in dues that may be authorized by the Sioux City Educational Support Personnel Association.

\_\_\_\_\_  
(Employee Signed)

\_\_\_\_\_  
(School)

\_\_\_\_\_  
(Date)

## ATTACHMENT A

### SECRETARY SALARY SCHEDULE

2005-2006

Biweekly Salary Schedule

**10 MONTH BI-WEEKLY SECRETARIES 2005-2006**

**12 MONTH BI-WEEKLY SECRETARIES 2005-2006**

<b>STEP</b>	<b>LANE B</b>	<b>HOURLY</b>	<b>LANE C</b>	<b>HOURLY</b>
1	\$761.60	\$9.52	\$827.20	\$10.34
2	\$793.60	\$9.92	\$861.60	\$10.77
3	\$812.00	\$10.15	\$880.00	\$11.00
4	\$830.40	\$10.38	\$898.40	\$11.23
5	\$854.40	\$10.68	\$922.40	\$11.53
6	\$880.00	\$11.00	\$948.00	\$11.85
7	\$910.40	\$11.38	\$978.40	\$12.23
8	\$942.40	\$11.78	\$1,010.40	\$12.63
9	\$976.00	\$12.20	\$1,044.00	\$13.05
10	\$1,013.60	\$12.67	\$1,081.60	\$13.52
L1	\$1,056.00	\$13.20	\$1,124.80	\$14.06
L2	\$1,112.00	\$13.90	\$1,181.60	\$14.77

## ATTACHMENT B

### INSTRUCTIONAL ASSISTANT SCHEDULE

2005-2006

**INSTRUCTIONAL ASSISTANTS 2005-2006**

<b>STEP</b>	<b>LANE A</b>	<b>LANE B</b>
1	\$8.13	\$8.34
2	\$8.31	\$8.52
3	\$8.48	\$8.70
4	\$9.09	\$9.35
5	\$9.65	\$9.91
6	\$10.12	\$10.39
7	\$10.48	\$10.75
8	\$10.48	\$10.75
9	\$10.48	\$10.75
10	\$10.60	\$10.80
L1	\$10.75	\$11.11